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*Counsel for Defendants Markel Corporation,  
Evanston Insurance Company and Essex  
Insurance Company*

**IN THE UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEW JERSEY**

Lightning Funding, LLC,	:	CIVIL ACTION
	:	
	:	
Plaintiff,	:	Case No.
	:	
vs.	:	<b>[Formerly In The Superior Court of New Jersey, Union County]</b>
	:	
Markel Corporation,	:	
Evanston Insurance Company,	:	
Essex insurance Company, and	:	
MSW Adjustment Group, Inc.	:	
	:	

**NOTICE OF REMOVAL**

Defendants Markel Corporation, Evanston Insurance Company and Essex Insurance Company, by and through their attorneys, Rebar Bernstiel, hereby remove Case No. UNN-L-000585-19 from the Superior Court of New Jersey, Union County, to the United States District Court for the District of New Jersey pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, and in support thereof state as follows:

1. On February 13, 2019, Plaintiff Lightning Funding, LLC (“Plaintiff”) filed a Complaint in the Superior Court of New Jersey, Union County, captioned *Lightning Funding, LLC v. Markel Corporation, Evanston Insurance Company, Essex Insurance Company and MSW*

*Adjustment Group, LLC*, Case No. UNN-L-000585-19 (the “State Court Action”). Plaintiff’s Complaint is attached hereto as Exhibit “A.”

2. This Notice of Removal is timely filed within the thirty (30) day period prescribed for removal to federal court under 28 U.S.C. §1446(b).

3. Plaintiff owns the property that is the subject of this dispute, which property is located at 1008 Clinton Avenue, Irvington, New Jersey 07111. *See* Ex. A at ¶5.

4. Defendant Markel Corporation is a Virginia corporation with its principal place of business in Virginia. Markel Corporation is not an insurance company and did not issue the subject insurance policy to Plaintiff.

5. Defendant Essex Insurance Company was a foreign eligible surplus lines insurer until June 30, 2016. Defendant Essex Insurance Company was incorporated in the State of Delaware and maintained its principal place of business in Virginia. Between February 25, 2010 and June 30, 2016, Defendant Essex Insurance Company issued policies to Plaintiff. On June 30, 2016, Defendant Essex Insurance Company merged into Defendant Evanston Insurance Company and was no longer an active or existing entity in any jurisdiction. On August 27, 2016, Defendant Evanston Insurance Company extended Plaintiff’s policy then in effect until February 27, 2017. Defendant Evanston Insurance Company then issued to Plaintiff the policy at issue in the present lawsuit – policy of insurance number 1CY0113, effective February 27, 2017 to February 27, 2018 (the “Policy”), subject to certain terms, exclusions, agreements, conditions, and limitations.

6. Defendant Evanston Insurance Company is an Illinois corporation with its principal place of business in Illinois. Evanston Insurance Company is the only properly named defendant in this lawsuit since it was the carrier that issued the Policy to Plaintiff.

7. Defendant MSW Adjustment Group, Inc. is a New York corporation with its principal place of business in New York.

8. Plaintiff's Complaint seeks damages for breach of contract and breach of the implied covenant of good faith and fair dealing in connection with Plaintiff's claim under the Policy for alleged damage to its property located at 1008 Clinton Avenue, Irvington, New Jersey 07111. *See* Ex. A.

9. This Court has jurisdiction over this matter under 28 U.S.C. § 1332(a) because there is complete diversity of citizenship between the parties and more than \$75,000, exclusive of interests and costs, is at stake.

10. Plaintiff has demanded judgment in its favor "in the amount of \$100,000 for the purchase price of the building, together with damages, costs, interest and legal fees." *See* Ex. A.

11. Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of all of the process, pleadings, orders, and documents from the State Court Action that Evanston Insurance Company received from Plaintiff are being filed with this Notice of Removal.

12. This Notice of Removal has been filed pursuant to 28 U.S.C. §§ 1441(a) and 1446(a) because the United States District Court for the District of New Jersey is the federal judicial district embracing the Superior Court of New Jersey, Union County, where the State Court Action was filed.

13. Contemporaneously with the filing of this Notice of Removal, copies of this Notice are being served upon counsel for Plaintiff and upon the Clerk of the Superior Court of New Jersey, Union County.

14. Attached hereto as Exhibit “B” is a copy of the notice that will be filed with the Clerk of the Superior Court of New Jersey, Union County, promptly after the filing of this Notice of Removal to the United States District Court for the District of New Jersey.

15. By filing this Notice of Removal, Defendants Markel Corporation, Evanston Insurance Company and Essex Insurance Company do not waive any objection that they may have to service, jurisdiction or venue, or any other defenses or objections that they may have to this action. Defendants Markel Corporation, Evanston Insurance Company and Essex Insurance Company intend no admission of fact, law or liability by this Notice, and expressly reserve all defenses, motions and/or pleas.

WHEREFORE, Defendants Markel Corporation, Evanston Insurance Company and Essex Insurance Company respectfully requests that this Court accept and take jurisdiction of this action.

December 20, 2019

**Respectfully submitted,**

**REBAR BERNSTIEL**

**BY:** /s/ George McClellan, Esquire  
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*Counsel for Defendants  
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	:	<b>[Formerly In The Superior</b>
vs.	:	<b>Court of New Jersey, Union</b>
	:	<b>County]</b>
Markel Corporation,	:	
Evanston Insurance Company,	:	
Essex insurance Company, and	:	
MSW Adjustment Group, Inc.	:	
	:	

**CERTIFICATE OF SERVICE**

I, George McClellan, Esquire, hereby certify that a true and correct copy of the Notice of Removal was served via electronic transmission and First Class U.S. mail postage prepaid on December 20, 2019, to counsel for Plaintiff:

Ira W. Heller, Esquire  
Ira Heller Law, LLC  
1317 Morris Avenue  
Union, NJ 07083

December 20, 2019

**Respectfully submitted,**

**REBAR BERNSTIEL**

**BY: /s/ George McClellan, Esquire**  
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